

**COMPLAINT INTAKE FORM
FOR COMPLAINTS FILED UNDER SECTIONS 208, 224, 255, 716, AND 717 OF THE
COMMUNICATIONS ACT OF 1934, AS AMENDED**

1. Case Name: Ward Allen and Cathy Allen vs. Cox Communications
2. Complainant's Name, Address, Phone and Facsimile Number, e-mail address (if applicable): Ward Allen and Cathy Allen 3700 S. Las Vegas, Blvd., Ste 408, Las Vegas, NV 89005, 323-422-7710.
3. Defendant's Name, Address, Phone and Facsimile Number (to the extent known), e-mail address (if applicable): Cox Communications, 6205-B Peachtree Dunwoody Road, Atlanta, Georgia 30328
4. Complaint alleges violation of the following provisions of the Communications Act of 1934, as amended: 47 U.S.C. § 208, asserting violations of 47 U.S.C. § 202 and FCC 10-35

Answer Yes, No, or N/A to the following:

- Yes 5. Complaint conforms to the specifications prescribed by 47 CFR § 1.721.
- n/a 6. If Complaint concerns pole attachments, Complaint also conforms to the specifications prescribed by 47 CFR § 1.1404.
- Yes 7. Complaint conforms to the format and content requirements of the Commission's rules, including but not limited to:
- Yes a. If damages are sought, the Complaint comports with the specifications prescribed by 47 CFR § 1.723.
 - Yes b. Complaint contains a certification that complies with 47 CFR § 1.722(g).
 - Yes c. Complaint contains a certification that complies with 47 CFR § 1.722(h).
 - Yes d. Complaint includes an information designation that complies with 47 CFR § 1.722(i).
 - Yes e. Complaint attaches copies of all affidavits, tariff provisions, written agreements, offers, counter-offers, denials, correspondence, documents, data compilations, and tangible things in the complainant's possession, custody, or control, upon which the complainant relies or intends to rely to support the facts alleged and legal arguments made in the Complaint.
 - Yes f. Complaint attaches a certificate of service that conforms to the specifications prescribed by 47 CFR §§ 1.47(g) and 1.734(f).
 - Yes g. Complaint attaches verification of payment of filing fee in accordance with 47 CFR §§ 1.722(k) and 1.1106.
- n/a 8. If Complaint is filed pursuant to 47 U.S.C. § 271(d)(6)(B), complainant indicates whether it is willing to waive the 90-day complaint resolution deadline.
- Yes 9. Complainant has service copy of Complaint by hand-delivery on either the named defendant or one of the defendant's registered agents for service of process in accordance with 47 CFR §§ 1.47(e) and 1.734(c).
- n/a 10. If more than ten pages, the Complaint contains a table of contents and summary, as specified in 47 CFR § 1.49(b) and (c).
- Yes 11. Complainant has filed the correct number of copies required by 47 CFR § 1.51(c), if applicable, and 47 CFR § 1.734(b).
- n/a 12. If Complaint is by multiple complainants, it complies with the requirements of 47 CFR § 1.725(a).
- Yes 13. If Complaint involves multiple grounds, it complies with the requirements of 47 CFR § 1.725(b).
- n/a 14. If Complaint is directed against multiple defendants, it complies with the requirements of 47 CFR § 1.734.
- Yes 15. Complaint conforms to the specifications prescribed by 47 CFR § 1.49.

1 MARTIN I. MELENDREZ, ESQ.
Nevada Bar No. 7818
2 JUSTIN R. TARUC, ESQ.
Nevada Bar No. 12500
3 BRITANNICA D. COLLINS, ESQ.
Nevada Bar No. 13324
4 **HAWKINS MELENDREZ, P.C.**
9555 Hillwood Drive, Suite 150
5 Las Vegas, Nevada 89134
mmelendrez@hawkinsmelendrez.com
6 jtarc@hawkinsmelendrez.com
bcollins@hawkinsmelendrez.com
7 Tel. (702) 318-8800
Fax (702) 318-8801
8 *Attorneys for Complainant*

9
10 **BEFORE THE FEDERAL COMMUNICATIONS COMMISSION**

11 WARD ALLEN, an Individual, and CATHY
ALLEN, an Individual,

12 Complainants,

13 vs.

14 COX COMMUNICATIONS, a Delaware
15 Corporation,

16 Defendant.

FCC File No.: 2975798

FCC File No.: 3067637

FCC File No.: 3101301

17 **COMPLAINANTS' FORMAL**
COMPLAINT

18 COME NOW, Complainants WARD ALLEN and CATHY ALLEN (collectively
19 "Complainants"), by and through their counsel, the law office of Hawkins Melendrez, P.C., and
20 hereby complains and alleges against Defendant COX COMMUNICATIONS, as follows:
21
22
23
24
25
26
27
28

Index

DESCRIPTION

PAGE NO.:

Jurisdictional Statement	3
Statement of Facts	3
First Claim for Relief (Violation of 47 U.S.C. § 202)	5
Second Claim for Relief (Violation of FCC 10-35)	6
Prayer for Relief and Computation of Damages Pursuant to 47 CFR § 1.723	8
Information Designation Pursuant to 47 CFR § 1.722	9
Declaration of Martin I. Melendrez, Esq.	11
Certificate of Service Pursuant to 47 CFR §§ 1.47(g) and 1.734(f)	12

JURISDICTIONAL STATEMENT

1
2 1. At all times relevant hereto, Complainant WARD ALLEN ("Ward"), owned a
3 residential unit at the Jockey Club, located at 3700 S. Las Vegas Blvd., Suite 408, Las Vegas, Nevada
4 89005, with a telephone number of 323-422-7710.

5
6 2. At all times relevant hereto, Complainant CATHY ALLEN ("Cathy"), owned a
7 residential unit at the Jockey Club, located at 3700 S. Las Vegas Blvd., Suite 408, Las Vegas, Nevada
8 89005, with a telephone number of 310-925-4888.

9
10 3. At all times relevant hereto, Defendant Cox Communications is a "common carrier"
11 as defined under Chapter 47 of the United States Code and is a Delaware Corporation, with its Office
12 of Regulatory Affairs located at 6205-B Peachtree Dunwoody Road, Atlanta, Georgia 30328.

13 4. Complainants bring this Complaint before the FCC pursuant to 47 U.S.C. § 208,
14 asserting violations of 47 U.S.C. § 202 and FCC 10-35.

STATEMENT OF FACTS

15
16 5. Complainants incorporate by reference all previous allegations as if fully set forth
17 herein.
18

19 6. In or around July 2016, Complainants purchased a single condominium unit within
20 The Jockey Club Resorts, located at 3700 S. Las Vegas Blvd., Suite 408, Las Vegas, Nevada 89005
21 ("Subject Premises").

22
23 7. The Jockey Club is a commercial condominium building that operates as a time share
24 and hotel but also includes 78 privately owned units that are defined as "residential units" by Clark
25 County, Nevada.

26 8. The property management company overseeing The Jockey Club is Jockey
27 Condominium, Inc. ("JCI"), and/or Tricom Management ("Tricom").
28

1 9. After purchasing the Subject Premises, Complainants completed exhaustive
2 renovations including rewiring the unit with two high-speed Cat6A networks, one for audio/visual
3 and one for computer data. Complainants further installed wire conduit to carry internet cables from
4 the first floor serve room to their unit to support a 1 GB direct internet connection or higher speed.

5 10. Upon completing most of the renovations in or around August 2018, Complainants
6 inquired with Jockey Club management regarding carriers who offered high-speed residential internet
7 services.
8

9 11. In response to their inquiry, Complainants were informed that Defendant Cox
10 Communications offered private residential services and that Complainants should contact Defendant
11 directly to request private residential services.
12

13 12. Upon contacting Defendant to inquire about residential internet services,
14 Complainants were told by Defendant to purchase business services as Defendant did not offer
15 residential services at their address.
16

17 13. Defendant charges approximately \$119.00 per month for residential services, while
18 Defendant charges \$755.00 per month for its business services.

19 14. The Subject Premises is classified by Clark County as a category 2 series: Single
20 Family Residential, as Use Code: 21.170C, with the following Primary Use Description: "SFR Unit
21 in Multi Unit Bldg. Condo Ownership."
22

23 15. On or about November 9, 2018, Complainants e-mailed Devona Newell, the Jockey
24 Club Condominium manager. The e-mail discusses Complainants' attempts at obtaining residential
25 services from Defendant Cox.

26 16. As discussed in the aforementioned e-mail, Complainants learned that The Jockey
27 Club currently has a Commercial Service Agreement ("Agreement") with Defendant Cox, which
28

1 upon information and belief, also affects Complainants' unit. Complainants requested that The
2 Jockey Club contact Defendant Cox to exclude Complainants unit from the Agreement so that
3 Complainants could request residential internet services.

4 17. Defendant Cox did not provide Complainants with a straightforward answer; rather,
5 Defendant directed and redirected Complainants between their residential and business divisions for
6 approximately three months.

7
8 18. Complainants then contacted Defendant Cox at their offices in Atlanta, Georgia and
9 were transferred to Defendant's Executive Escalations, Southwest Region, where Defendant
10 ultimately denied Complainants' request for residential services because of the Agreement between
11 Defendant's Hospitality Division and The Jockey Club's management company, JCI and/or Tricom.

12 19. Were Complainants able to obtain residential internet services instead of a business
13 account, Complainants would save over \$75,000.00 for internet services over the next ten (10) years.

14 20. After unsuccessful attempts at obtaining private residential services from Defendant
15 Cox, Complainants submitted an informal complaint with the Federal Communications Commission
16 ("FCC") on December 11, 2018 via the FCC's Online Consumer Complaint Center. A response to
17 the informal complaint was made by Defendant Cox, on January 10, 2019.
18

19
20 **FIRST CLAIM FOR RELIEF**

21 **(Violation of 47 U.S.C. § 202)**

22 21. Complainants repeat and reallege all allegations set forth in Paragraphs 1 through 20
23 as though fully set forth herein.

24 22. 47 U.S.C. § 202(a) provides, "It shall be unlawful for any common carrier to make
25 any unjust or unreasonable discrimination in charges, practices, classifications, regulations, facilities,
26 or services for or in connection with like communication service, directly or indirectly, by any means
27
28

1 or device, or to make or give any undue or unreasonable preference or advantage to any particular
2 person, class of persons, or location, or to subject any person, class of persons, or locality to any
3 undue or unreasonable prejudice or disadvantage.”

4 23. Complainants have notified both Defendant Cox and JCI and/or Tricom that they are
5 willing to pay for their portion of the existing commercial service agreement through The Jockey
6 Club’s homeowners’ association as well as for their own independent residential internet services
7 through Defendant Cox.
8

9 24. Nevertheless, Defendant Cox has unjustly or unreasonably discriminated against
10 Complainants in their refusal to allow Complainants to obtain residential services in Unit 408 of The
11 Jockey Club, a single-family residential unit, and instead have required that Complainants obtain
12 business services.
13

14 25. Complainants are entitled to damages pursuant to 47 U.S.C. §§ 205, 206, and 207, as
15 well as pursuant to 47 CFR § 1.723, in the amount of \$76,320.00 (Amount reflects difference in cost
16 between residential services and business services over a 10-year span. Residential services are
17 provided at \$119.00 per month versus business services which are provided at \$755.00 per month.)
18

19 26. Moreover, it has been necessary for Complainants to retain the services of Hawkins
20 Melendrez, P.C., to prosecute this matter, and Complainants are entitled to reasonable attorneys’ fees
21 and costs.
22

23 **SECOND CLAIM FOR RELIEF**

24 **(Violation of FCC 10-35)**

25 27. Complainants repeat and reallege all allegations set forth in Paragraphs 1 through 26
26 as though fully set forth herein.
27
28

1 28. Paragraph 14 of FCC 10-35 provides, "A bulk billing agreement does not prevent
2 MDU residents from obtaining services from another MVPD, assuming that another has wired or will
3 wire the MDU, if necessary. . .".

4 29. Upon information and belief, The Jockey Club currently has a Commercial Service
5 Agreement ("Agreement") with Defendant Cox, which also affects Complainant's unit.
6

7 30. In or around July 2016, Complainant purchased the Subject Premises.

8 31. After purchasing the Subject Premises, Complainants completed exhaustive
9 renovations including rewiring the unit with two high-speed Cat6A networks, one for audio/visual
10 and one for computer data. Complainants further installed wire conduit to carry internet cables from
11 the first floor serve room to their unit to support a 1 GB direct internet connection or higher speed.
12

13 32. Defendant Cox is able to provide internet speeds up to 1 GB.

14 33. Defendant Cox provides both residential and business services.

15 34. Despite Complainants' wired network being able to handle the speed of internet
16 services provided by Defendant Cox, Defendant Cox has refused to provide residential services to
17 Complainants in addition to the business services discussed in the Commercial Service Agreement
18 between The Jockey Club and Defendant Cox, in violation of FCC 10-35.
19

20 35. Complainants are entitled to damages pursuant to 47 U.S.C. §§ 205, 206, and 207, as
21 well as pursuant to 47 CFR § 1.723, in the amount of \$76,320.00 (Amount reflects difference in cost
22 between residential services and business services over a 10-year span. Residential services are
23 provided at \$119.00 per month versus business services which are provided at \$755.00 per month.)
24

25 36. Moreover, it has been necessary for Complainants to retain the services of Hawkins
26 Melendrez, P.C., to prosecute this matter, and Complainants are entitled to reasonable attorneys' fees
27 and costs.
28

PRAYER FOR RELIEF

and

COMPUTATION OF DAMAGES PURSUANT TO 47 CFR § 1.723

WHEREFORE, Complainants pray for judgment against Defendant Cox as follows:

1. General damages and loss in an amount totaling \$76,320.00
(Amount reflects difference in cost between residential services and business services over a 10-year span. Residential services are provided at \$119.00 per month versus business services which are provided at \$755.00 per month.);
2. For attorneys' fees and costs incurred herein
(Attorneys' fees and costs are currently in the amount of \$4,293.50 and are accruing as this matter proceeds as follows: Partners at a rate of \$300.00 per hour, Associates at a rate of \$200.00 per hour, and Paralegals and Staff at a rate of \$150.00 per hour.);
and
3. For such other and further relief as is deemed just, equitable and proper.

Dated this 10th day of July, 2019.

HAWKINS MELENDREZ, P.C.



MARTIN I. MELENDREZ, ESQ.
Nevada Bar No. 7818
JUSTIN R. TARUC, ESQ.
Nevada Bar No. 12500
BRITANNICA D. COLLINS, ESQ.
Nevada Bar No. 13324
9555 Hillwood Drive, Suite 150
Las Vegas, Nevada 89134
Tel: (702) 318-8800
Attorneys for Complainants

Complainants WARD ALLEN and CATHY ALLEN (collectively “Complainants”), by and through their counsel of record, Martin I Melendrez, Esq., and Justin R. Taruc, Esq., of the law firm Hawkins Melendrez, P.C., and hereby submits their Information Designation Pursuant to 47 CFR § 1.722 (i)(1) as follows:

WITNESSES

1. Ward Allen
c/o HAWKINS MELENDREZ, P.C.
9555 Hillwood Drive, Suite 150
Las Vegas, Nevada 89134
2. Cathy Allen
c/o HAWKINS MELENDREZ, P.C.
9555 Hillwood Drive, Suite 150
Las Vegas, Nevada 89134
3. COX COMMUNICATIONS
The Office of Regulatory Affairs Unit
6205-B Peachtree Dunwoody Road
Atlanta, Georgia 30328
4. Tricom Management, Inc.
c/o James Grimes, Registered Agent
2150 W. Jo Rae Ave.
Las Vegas, Nevada 89183
5. Tricom Management, Inc.
2626 E. Oakland Park Blvd.
Ft. Lauderdale, FL 33306
6. Jockey Condominium, Inc.
c/o Charles W. Deaner, Ltd.
720 4th Street, Suite 300
Las Vegas, Nevada 89101

- 1 7. Jockey Condominium, Inc.
2 c/o Devona Newell, Condominium Manager
3 3700 Las Vegas Blvd. South
4 Las Vegas, Nevada 89109

5 **II.**
6 **DOCUMENTS**

7 Complainants identify the following as known documents relevant to the issues in this
8 matter:

- 9 1. Email dated November 1, 2018. Bates No.: ALLEN 001.
10 2. Correspondence dated November 9, 2018. Bates No.: ALLEN 002 – 003.
11 3. Correspondence dated December 11, 2018 and Enclosures thereto. Bates No.: ALLEN
12 004 – 024.
13 4. Correspondence dated January 10, 2019 from Cox Communications. Bates No.: ALLEN
14 025.
15 5. Correspondence dated January 29, 2019 to Cox Communications. Bates No.: ALLEN
16 026 – 027.
17 6. Correspondence dated March 7, 2019 from Cox Communications. Bates No.: ALLEN
18 028.
19 7. Correspondence dated March 13, 2019 to Cox Communications. Bates No.: ALLEN 029
20 – 030.
21 8. FCC Consumer Response dated March 14, 2019. Bates No.: ALLEN 031.
22 9. FCC Consumer Help Center Denial Re: Ticket No. 3067637. Bates No.: ALLEN 032.
23
24
25
26
27
28

1 **DECLARATION OF MARTIN I. MELENDREZ, ESQ.**

2
3 I, Martin I. Melendrez, Esq., declare under penalty of perjury that the filing fee amount of
4 \$235.00, pursuant to 47 CFR §§ 1.722 (k) and 1.1106 has been submitted through the FCC Fee Filer
5 System under FCC Registration Number 0028635415 on July 10, 2019.

6
7 FURTHER DECLARANT SAYETH NAUGHT.

8 

9 Martin I. Melendrez, Esq.

10 7/10/2019

11 Date

CERTIFICATE OF SERVICE

Pursuant to 47 CFR §§ 1.47(g) and 1.734(f), I hereby certify that on the 10th day of July, 2019, I served a true and correct copy of the foregoing **COMPLAINANTS' FORMAL COMPLAINT** and **COMPLAINT INTAKE FORM 485** addressed to the following counsel of record at the following address(es):

 VIA U.S. MAIL: by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, addressed as indicated on the service list below in the United States mail at Las Vegas, Nevada.

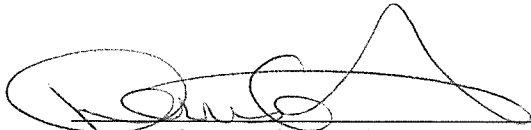
 VIA FACSIMILE: by causing a true copy thereof to be telecopied to the number indicated on the service list below.

 X **VIA ELECTRONIC FILE:** by causing a true copy thereof to be electronically submitted through the FCC's Electronic Filing System.

 X **VIA PERSONAL DELIVERY:** by causing a true copy hereof to be hand delivered on this date to the addressee(s) at the address(es) set forth on the service list below.

Cox Communications
The Office of Regulatory Affairs Unit
6205-B Peachtree Dunwoody Road
Atlanta, Georgia 30328

Cox Communications
c/o Corporation Service Company
112 North Curry Street
Carson City Nevada 89703


An Employee of Hawkins Melendrez, P.C.

Ward Allen

From: SWR Executive Escalations (CCI-Southwest) <SWR.ExecutiveEscalations@cox.com>
Sent: Thursday, November 01, 2018 1:24 PM
To: Ward Allen
Cc: SWR Executive Escalations (CCI-Southwest)
Subject: Regarding Your Cox Communications Account

Hello,

I have the following contact information. She can assist with the service agreement.

Devona Newell

Condominium Manager
Jockey Condominium, Inc.
3700 Las Vegas Blvd. South
Las Vegas, NV 89109
702-798-3500 Main
702-798-0741 Direct

Tracie

Cox Communications
Executive Escalations
Southwest Region
844-233-3044

From: Ward Allen [<mailto:Ward.Allen@sdfi.com>]
Sent: Friday, November 9, 2018 4:16 PM
To: Devona Newell
Subject: Cox Communications Residential Internet Service for Suite 408
Importance: High

Hi Devona, (*Jockey Club Condo Manager*)

Please reply with a "Got It" so I know you did. Thanks.

Cathy and I have been around the block trying to figure out how to get 1 Gigabit down, 35 Mbps up residential internet service into 408 through Cox Communications.

Over the last three months, Cathy and I have spent countless hours on the phone, two separate trips to two different Cox stores, a trip to Cox's corporate office in North Las Vegas and dozens of e-mail messages back and forth with Cox Business, Cox Residential and Cox Southwest Region's Executive Escalation office. We finally received an answer back from Cox about getting residential internet services for Suite 408.

A part of the conversation with Cox required that we legal prove that 408 was not a time share or hotel room and that 408 was indeed privately own by Cathy and myself. We were able to provide Cox with Clark County's land parcel information about 408 showing that 408 is legally designated as a Single Family Residence, specifically, "21.170.C SFR Unit in Multi Unit Bldg. Condo Ownership", see attached along with proof we were the owners.

For weeks we were bounced back and forth from business services to residential services until I called Cox's head office in Atlanta Georgia and was then directed to Cox's Southwest Region's Executive Escalation office here in Las Vegas. Through that process, we learned that The Jockey Club currently has a Commercial Service Agreement with Cox, Jim Boone within their Hospitality division that includes 348 cable connections, one for each unit, including unit 408.

Ultimately, we were directed back to you, by name and title, on November 1st, 2018.

Almost two years ago, all Cox services were permanently removed from 408 during our renovation. Everything was updated including all the electrical. Very special high speed Cat6A computer cable was installed throughout 408 to support faster than 1Gbps/35mbps speeds. Independent coaxial lines were run from The Jockey Club's server room, from the first floor up to the fourth floor and into unit 408 and earlier today I reconfirmed with Cox Communications that a 1Gbps/35mbps Internet connection is easily supported for unit 408.

1Gbps/35mbps speed for business is \$755.00 per month.

1Gbps/35mbps speed for residential is \$119.00 per month.

NOTE that there is a \$636.00, per month difference or \$7,632.00 annually or \$76,320.00 over 10 years FOR THE EXACT SAME SERVICE.

This is where we need your help. The existing Commercial Service Agreement between The Jockey Club and Cox includes 408, yet 408 has not been receiving any type of cox services for over two years. If you would reach out to Cox and exclude 408 from the existing agreement and allow us to request residential internet

services independently, we will be able to save over \$75,000.00 dollars for Internet services, over the next 10 years.

Kind Regards,
Ward and Cathy Allen
3700 S. Las Vegas Blvd, Suite 408
Las Vegas, Nevada 890109
Phone: 323-422-7710

Tuesday, December 11, 2018 @ 05:30 PM PT

Federal Communications Commission
445 12th Street SW
Washington, DC 20554

Submitted via The FCC's Online Consumer Complaint Center

REFERENCE: 3700 S Las Vegas Blvd., Apt 408 Las Vegas, NV 89109

Dear FCC Complaint Center,

I have been denied new independent residential service at my residence because of an existing MDU Commercial Service Agreement between Cox Communications and Tricom Management, Inc., the property management company representing 3700 S Las Vegas Blvd. Las Vegas, NV 89109.

FCC 10-35, page six, indicates that a bulk billing agreement does not prevent MDU residents from obtaining services from another provider, in this case Cox Residential, as opposed to Cox Business.

Cox Business, has offered to install business service as soon as tomorrow, if I agree to pay the \$755.00 per month service fee instead of the residential rate offered at \$119.00. Over ten years, that is a \$76,320.00 difference in cost for comparable broadband service.

Tricom Management first verbally sent me to over to Cox where I was bounced back and forth between their residential and business divisions for three months. I finally gave up and called Cox Communications in Atlanta, GA and was transferred to Cox Executive Escalations, Southwest Region where, after another month, I was told that Cox cannot provide residential service because of a MDU Commercial Service Agreement between Cox's Hospitality Division and Tricom Management Inc. After With no other option, I am submitting a complaint through FCC's Online Compliant Center.

The following 24 pages summarize my documented struggle to attain residential internet services at my residence.

CONTACT INFORMATION

Ward and Cathy Allen – Residents

3700 S. Las Vegas Blvd, Suite 408
Las Vegas, Nevada 89109
323-422-7710

Ward.Allen@SDFI.com

Paper Mailing Address for Ward and Cathy Allen

806 Buchanan Blvd., STE 115-299
Boulder City, NV 89005

Tricom Management, Inc.

Devona Newell - Condominium Manager
3700 Las Vegas Blvd. South
Cox Business, Las Vegas
Las Vegas, NV 89109
702-798-0741 Direct
dnewell@tricommanagement.com

Cox Communications / Hospitality Network, LLC.

(I was never able to reach Jeff Boone, Sr. Account Executive)
Derrick Hill – VP of Cox Business, Las Vegas
1700 Vegas Drive, Las Vegas, NV 89106
Derrick.Hill@cox.com
<http://www.coxhn.com/about.html>

GENERAL INFORMATION	
PARCEL NO.	162-20-610-070
OWNER AND MAILING ADDRESS	650902660815 L L C 808 BUCHANNAN BLVD #115-299 BOULDER CITY NV 89005
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	3700 S LAS VEGAS BLVD 408 PARADISE
ASSESSOR DESCRIPTION	JOCKEY CLUB AMD PLAT BOOK 16 PAGE 75 UNIT 70
RECORDED DOCUMENT NO.	* 20160715:01243
RECORDED DATE	Jul 15 2016
VESTING	NS

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT	
TAX DISTRICT	470
APPRAISAL YEAR	2017
FISCAL YEAR	2018-19
SUPPLEMENTAL IMPROVEMENT VALUE	0
INCREMENTAL LAND	0
INCREMENTAL IMPROVEMENTS	0

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2017-18	2018-19
LAND	38500	45238
IMPROVEMENTS	22421	21551
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	60921	66788
TAXABLE LAND+IMP (SUBTOTAL)	174060	190823
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	60921	66788
TOTAL TAXABLE VALUE	174060	190823

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.00 Acres
ORIGINAL CONST. YEAR	1975
LAST SALE PRICE MONTH/YEAR SALE TYPE	280000 7/2016 R - Recorded Value
LAND USE	21.170.C - SFR Unit in Multi Unit Bldg. Condo Ownership
DWELLING UNITS	1

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.	1023	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STYLE	Condo/1 Story Multi-Family	SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	2	TYPE OF CONSTRUCTION	Masonry Block HV Stone

LAND USE CODES

Category 0 Series: Land Use Code Pending	
Use Code	Primary Use Description
00.000	Parcel Cut/Combine - Land Use Code Pending
00.000.Demo	Improvement Demo - Land Use Code Pending

Category 1 Series - Vacant	
Use Code	Primary Use Description
10.000	Vacant - Unknown/Other
11.000	Vacant - Splinter & Other Unbuildable
12.000	Vacant - Single Family Residential
13.000	Vacant - Multi-residential
14.000	Vacant - Commercial
15.000	Vacant - Industrial
16.000	Vacant - Mixed Zoning
19.000	Vacant - Public Use Lands

Category 2 Series: Single Family Residential	
Use Code	Primary Use Description
20.110	Single Family Residential
21.150.C	SFR Unit in Multi Unit Bldg. Apartment Use. Condo Ownership
21.170.C	SFR Unit in Multi Unit Bldg. Condo Ownership
22.110	Manufactured Home Converted to Real Property. SFR
23.185	Manufactured Home. Estates
23.188	Manufactured Home. Non-Estates
24.150	SFR Unit/Row House. Townhouse. Apartment Use
24.150.C	SFR Unit/Row House. Townhouse. Apartment Use. Condo Ownership
24.160	SFR Unit/Row House. Townhouse
24.160.C	Res Unit/Row House. Townhouse. Condo Ownership
26.110	SFR - Auxiliary Area. Secondary parcel from a split lot
27.100	SFR - Common Area
27.195	SFR - Improved Common Area
28.199	Residential Minor Improvements. Enclosed Structures
28.710	Residential Minor Improvements. Miscellaneous
29.110	Mixed Use with SFR as primary use

<http://www.clarkcountynv.gov/assessor/Documents/Land Use Code Table.pdf#search=land use codes>

The History of the Jockey Club

The Jockey Club opened April 1, 1974, as a whole ownership condominium resort comprised of two towers, Ascot and Derby Towers. The condominiums consisted of 348 one and two bedroom suites and six commercial lots within the Ascot Tower. At that time, the Jockey Club was one of the most prestigious properties on the Las Vegas Strip with high end restaurants and shops. In 1974, the condominiums sold for \$29,000.00 to \$40,000.00.

In 1977, timeshare came on the scene where a group of investors formed Jockey Club Resort Properties. This group began to purchase 30 whole condominiums (per phase) creating a 1/52 divided, deeded interest sales program of one week in a specified one or two bedroom condo., for a specific week of the year. Nine phases of 30 whole ownerships (totaling 270 condominiums) is what makes up the timeshare at the Jockey Club today, which translates into 14,040 timeshare intervals. The remaining 78 condominiums are still whole ownerships, where families live year round, use them as vacation homes, or rent them out nightly, weekly and/or monthly. In 1997, Jockey Club Resort Properties sold out the Jockey Club timeshare intervals and turned the management over to the Nevada Jockey Club Interval Owners Associations, Board of Directors.

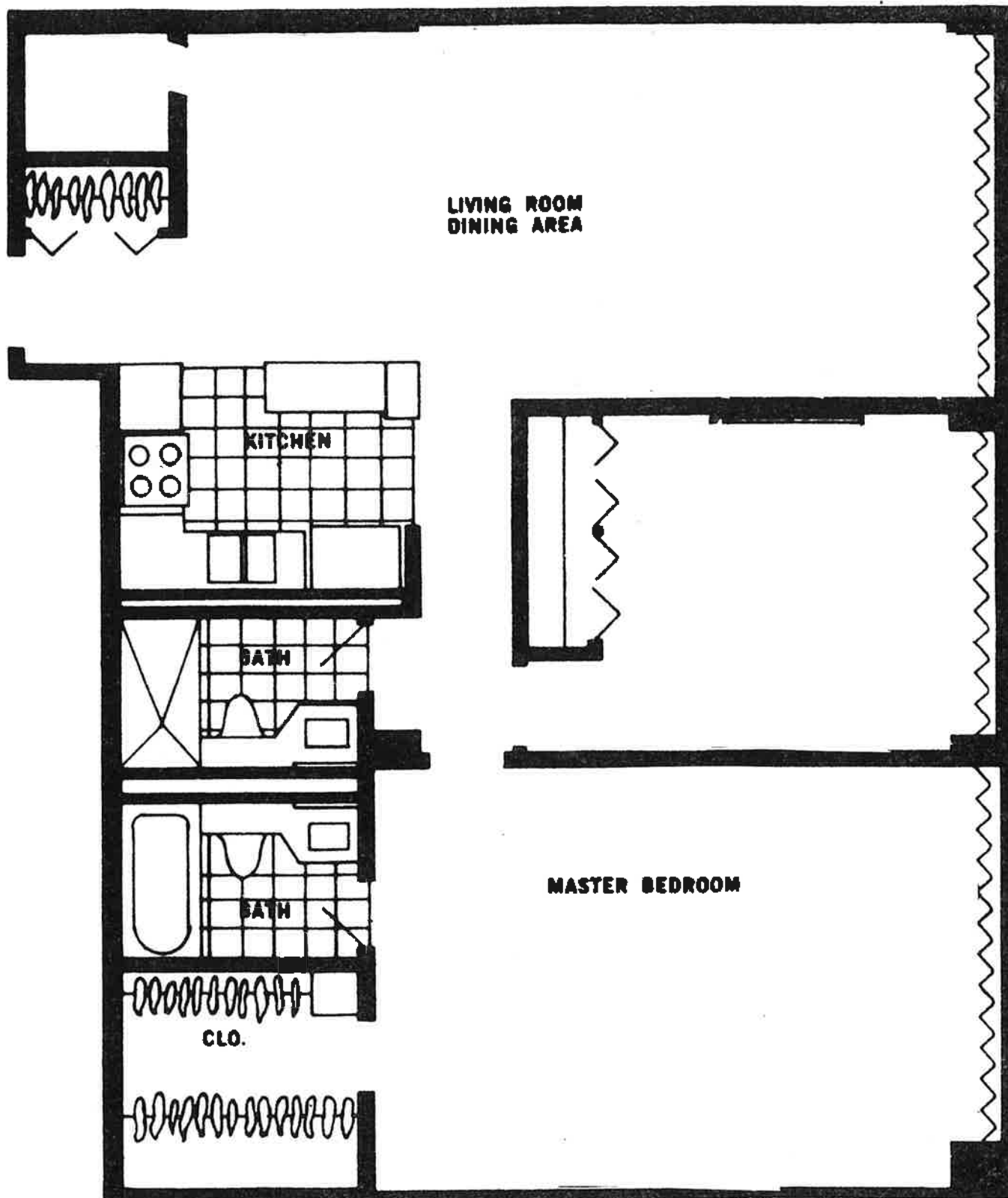
At that time, the Board opted to hire [Tricom Management](#) to manage the daily operations. In 1998, the lobbies were remodeled and in 1999, the Jockey Club underwent a major suite renovation, replacing everything from ceiling to floor due to the owner base supporting a special assessment.

Over the course of the past 10 years, Tricom Management and the Board of Directors have allocated portions of the Annual Dues to the Replacement Reserve account saving for future renovations. January 2011, all 270 suites were [renovated](#) once more and were completed February 2012. This renovation included flat screen TV's, over the range microwaves, in room safes, lighting enhancements, all new furnishings, drapes, bedding, carpeting, paint, tile, base boards and crown molding.

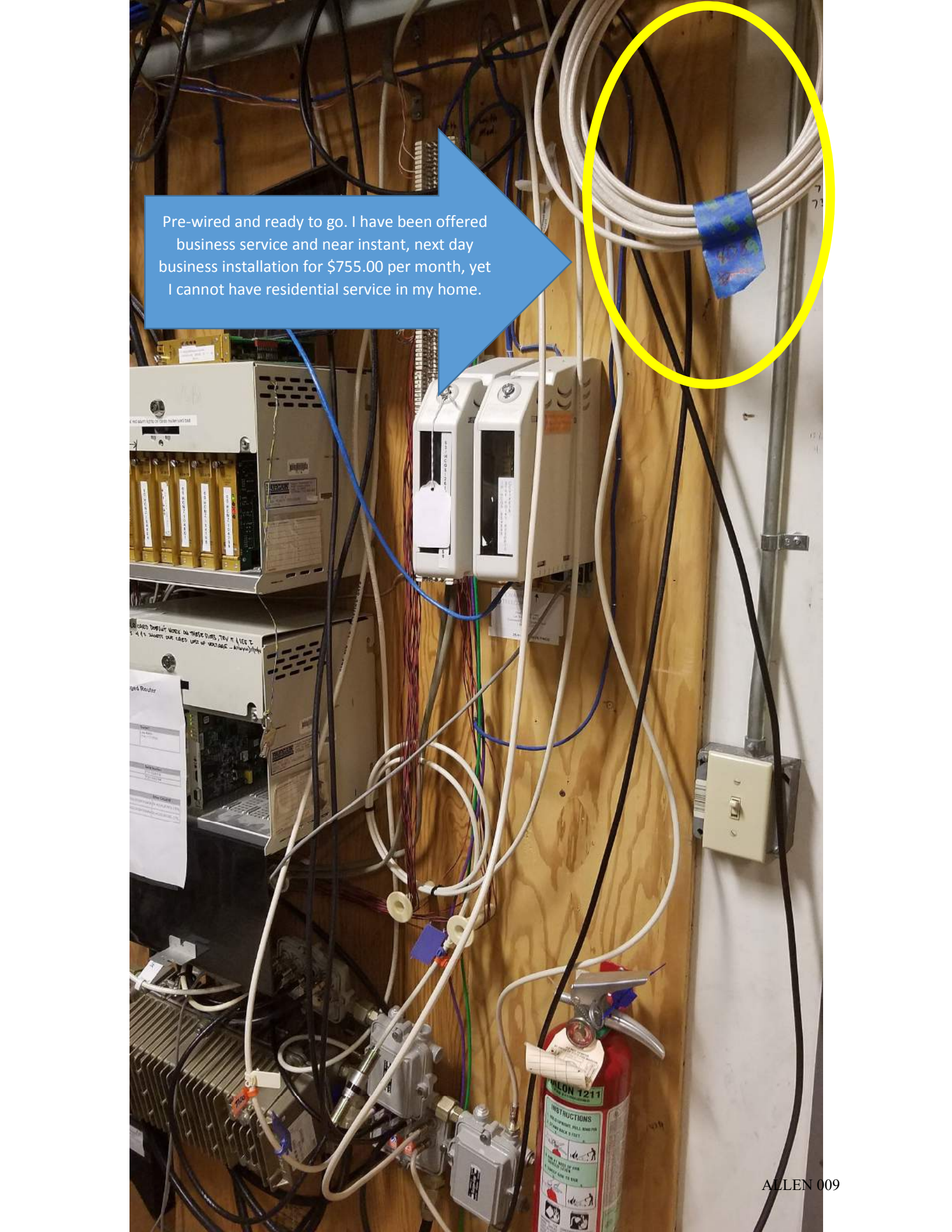
Originally, the Jockey Club sat on a total of 10 acres when first constructed. The Ascot and Derby Towers themselves sit on 1.5 acres and the remaining 8.5 acres have been independently owned over the past years. The first owner was Sultan Corporation, then Gold Rush, then Dynasty, then FG-711, then 3700 Associates (original developer of the new Cosmopolitan Hotel). Then, 3700 Associates defaulted on the construction loan financed by Deutsche Bank. Currently, Deutsche Bank is the owner, developer of the Cosmopolitan under a company called NP1.

The Cosmopolitan Hotel & Casino is a property that has 2000 plus hotel suites, a 70,000 square foot casino, restaurants, shops, roof top pools, health club, tennis courts and entertainment venues. To date, the developer of Cosmopolitan has invested over \$9 million dollars into the Jockey Club. This investment upgraded the fire safety system by installing sprinklers, strobes and speakers around the perimeter of each suite as well as all of the

common areas and office spaces. Light construction projects occurred: emergency generators and utilities were upgraded; demolition of interior walls (below the pool deck) was completed with tuck under parking; movement of the lobby entrances for each tower (from the south side to the north side) while matching the existing marble flooring and new brass sliding door entries; the Porte Cochere (main entrance) was constructed (setting the tone for the



A. BELMONT SUITE
1100 SQUARE FEET

A photograph of a network equipment room. On the left, there are racks of network equipment, including a switch with multiple ports and a router. A blue arrow points from the text box to a bundle of white cables. The cables are bundled together with a blue tape. The background is a wooden wall. A fire extinguisher is visible at the bottom right. A light switch is on the right wall.

Pre-wired and ready to go. I have been offered business service and near instant, next day business installation for \$755.00 per month, yet I cannot have residential service in my home.

I. INTRODUCTION

1. This *Second Report & Order* follows and builds on the earlier *Report & Order* in this proceeding.¹ The earlier *Report & Order* prohibited “building exclusivity” clauses² in contracts between Multiple Dwelling Unit (“MDU”) buildings³ and Multichannel Video Program Distributors (“MVPDs”) that are subject to Section 628 of the Communications Act of 1934, as amended (the “Act” or the “Communications Act”).⁵ The parties’ discussion of that prohibition raised several related issues, on which we sought comment in the *Further Notice of Proposed Rulemaking* (“*Further Notice*”)⁶ that we released simultaneously with the *Report and Order*. Among those issues are whether some or all MVPDs should be prohibited from using “bulk billing” and whether some or all MVPDs should be prohibited from using “exclusive marketing” arrangements.

2. We resolve these two issues in this *Second Report & Order*. The first issue we address is bulk billing. This is an arrangement in which one MVPD provides video service to every resident of an MDU, usually at a significant discount from the retail rate that each resident would pay if he or she contracted with the MVPD individually. Bulk billing arrangements do not hinder significantly, much less prevent, a second video service provider from serving residents in the MDU. Bulk billing arrangements may deter second video service providers from providing service in such buildings because residents are already subscribed to the incumbents’ services and residents would have to pay for both MVPDs’ services, albeit one at a discounted rate, but the arrangement itself does not significantly hinder or prevent a second MVPD from providing its services to those residents. The record before us shows that bulk billing arrangements predominantly benefit consumers, through reduced rates and operational efficiencies, and by enhancing deployment of broadband. Based on the evidence of all the effects of bulk billing on consumers, we do not prohibit any MVPD from using bulk billing arrangements.

¹ *Exclusive Service Contracts for Provision of Video Services in Multiple Dwelling Units & Other Real Estate Developments*, Report & Order & Further Notice of Proposed Rulemaking, 22 FCC Rcd 20235 (2007), *affirmed*, *National Cable & Telecommun. Ass’n v. FCC*, 567 F.3d 659 (D.C. Cir. 2009).

² In the earlier *Report & Order*, we defined a building exclusivity clause as an agreement between a multichannel video programming distributor (“MVPD”) and a multiple dwelling unit (“MDU”) that grants the MVPD the exclusive right to provide any video programming service (alone or in combination with other services) in the MDU. *Report & Order*, 22 FCC Rcd at 20236, ¶ 1, n.2, 20251 ¶ 31; 47 C.F.R. § 76.2000(a).

³ Our earlier *Report & Order* defined an MDU as follows:

MDU shall include a multiple dwelling unit building (such as an apartment building, condominium building or cooperative) and any other centrally managed residential real estate development (such as a gated community, mobile home park, or garden apartment); provided however, that MDU shall not include time share units, academic campuses and dormitories, military bases, hotels, rooming houses, prisons, jails, halfway houses, hospitals, nursing homes or other assisted living facilities.

22 FCC Rcd at 20238-39, ¶ 7, codified at 47 C.F.R. § 76.2000(b).

⁴ MVPDs are defined in 47 U.S.C. § 522(13) and 47 C.F.R. § 76.1000(e).

⁵ 47 U.S.C. § 548. Specifically, the *Report & Order* applied the prohibition to cable operators (defined in 47 U.S.C. § 522(5)), common carriers or their affiliates that provide video programming directly to subscribers (*see* 47 U.S.C. § 548(j)), and operators of open video systems under 47 U.S.C. § 573(c)(1), all to the extent that they provide video programming to subscribers or consumers. *Report & Order*, 22 FCC Rcd at 20260 ¶ 51.

⁶ *Report & Order*, 22 FCC Rcd at 20264-65, ¶¶ 61-66.

13. It appears that one of the factors that makes bulk billing at discounted rates practical for the bulk billing MVPD is that it authorizes uninterrupted service to every residential unit in the MDU building or suburban development. The MVPD provider is spared the significant expenses of selling to each resident, making credit checks and collecting deposits, managing bad debt and theft of service, and frequently sending personnel and vehicles to the building to place and remove boxes and turn service on and off in different units.

14. A bulk billing agreement does not prevent MDU residents from obtaining services from another MVPD, assuming that another has wired or will wire the MDU, if necessary. Some residents may also place satellite dishes on their premises, depending on the physical configuration of their units.²⁰ Any such residents, however, must pay for both the bulk billing MVPD and the services of the other MVPD.²¹

15. As already noted, bulk billing does not physically or legally prevent a second MVPD from providing service to an MDU resident and does not prevent such an MVPD from wiring an MDU for its service, subject to the permission of the MDU owner. The arrangement may deter a second MVPD in some cases, however, because it limits the entrant's patronage to residents in the MDU who are willing to pay for the services of two MVPDs or who simply insist on receiving the services of the second MVPD for the characteristics of that service (*e.g.*, high-speed broadband for a home business).²²

2. Benefits and Harms of Bulk Billing Arrangements

16. The chief benefits that bulk billing brings to MDU residents in most cases are lower prices, packages of programming tailored to the particular interests and needs of the MDU's residents, and avoidance of the inconvenience of establishing or disconnecting MVPD service. The chief harms that bulk billing causes to MDU residents are that it may discourage a second MVPD from entering an MDU and, even if it does not, MDU residents who want service from the second MVPD must pay for two MVPD services. After weighing these considerations carefully and examining current marketplace conditions, we conclude that the benefits of bulk billing are greater than its harms in the majority of cases. Accordingly, we will not prohibit bulk billing at this time.

17. Benefits of Bulk Billing Arrangements. PCOs and some new cable operators claim that bulk billing is essential to their health or survival, that bulk billing is necessary if they are to secure financing, continue to grow,²³ and deploy broadband in MDUs.²⁴ PCOs in particular state that, if their existing bulk billing arrangements were invalidated, they would be automatically in default of many loan agreements, endangering their existing businesses and making future financing for expansion very

²⁰ Our Over-the-Air Reception Devices rules, 47 C.F.R. § 1.4000, permit MDU residents to place DBS receiving antennas on their premises under some circumstances.

²¹ Dawson Declaration at ¶ 7; MDU Commun. International, Inc. ("MDU Commun.") Comments at 2 (filed Feb. 4, 2008).

²² Tammy Callarman Comments.

²³ Boca Raton Comments at 3 ("upstart" new entrants cannot obtain financing to wire buildings with fiber without the "reliable, long term revenue stream" that bulk billing ensures); Camden Property Trust Comments at 4; CSI Comments at 3, 8; Home Town Comments at 1 ("Bulk discount agreements are the only means by which HTC can finance . . . construction to compete with the incumbent[s]"); *id.* at 6 (financing to build fiber networks requires "reliable . . . long-term revenue streams, such as through a bulk services agreement"; otherwise, financing would be doubtful); Shentel Comments at 22; Wilco Comments at 6 (Wilco "depends upon a bulk billing agreement to continue the operations of its business and service its customers"); *id.* at 19 (noting the special financing difficulties of minority-owned PCOs); WorldNet Comments at 3, 9.

²⁴ WorldNet Comments at 7-8.

recreation areas, and meeting rooms in MDUs;⁴⁰ and Verizon mentions “concierge service with a dedicated customer service representative from the video service provider.”⁴¹

21. Commenters defending bulk billing also state that, by sparing individual MDU residents the decision about their MVPD service provider, they avoid placing an unwanted burden on the residents who are satisfied with the bulk billing MVPD. These residents are spared costs and inconveniences they would incur – the time to decide among competing MVPDs, the cost of deposits, the taking of a vacation day to let the installer in, and charges for installation and the establishment and disconnection of service. These savings are particularly important to lower income households and persons who are transient and value freedom from the inconvenience of establishing and terminating service repeatedly.⁴²

22. Supporters of bulk billing also emphasize that, unlike building exclusivity, bulk billing does not prevent a second or third MVPD from entering and wiring an MDU building or an MDU resident from subscribing to that MVPD’s service.⁴³ One bulk billing cable operator estimates that DBS has a 30% market share in its MDU, approximately DBS’s national average.⁴⁴ They also claim that residents of MDU buildings that have bulk billing chose to live there and should not be heard to complain and seek to deprive the majority of residents who are satisfied with it.⁴⁵

23. Defenders of bulk billing emphasize how competitive the residential real estate market is.⁴⁶ They characterize MVPD service as just another amenity of an MDU building that the owner can provide, such as a swimming pool, a fitness center, or valet services; with those amenities, some benefit from them, some do not, but all pay for them whether the assessment is itemized or not.⁴⁷

24. Harms of Bulk Billing Arrangements. Opponents of bulk billing claim that bulk billing arrangements reduce a second MVPD’s incentive to wire a building for its services (including broadband)⁴⁸ and frustrate the ability of residents of an MDU to receive the service of the second MVPD they want (by forcing such residents to pay for two MVPDs’ services).⁴⁹ They argue that bulk

⁴⁰ NAHB Comments at 27.

⁴¹ Verizon Comments at 5.

⁴² AIMCo Comments at 2; Boca Raton Comments at 15 n.20; Camden Property Trust Comments at 14; JPI Comments at 2 (students); Manufactured Housing Inst. (“MHI”) Comments at 2; NMHC *et al.* Comments at 23-24 (noting annual 50% average turnover in apartment buildings); Waterton Comments at 3; *see also* CSI Comments at 7 (bulk billing leads to service being available in MDUs when they open for residents, which benefits first movers-in who might otherwise have to wait for the MDU to contain a critical mass of residents to attract the first MVPD provider).

⁴³ CAI Comments at 6; Home Town Comments at 3 n.3; NAHB Comments at 30; NMHC *et al.* Comments at 25; Shentel Comments at 22; Verizon Comments at 2; Comcast Reply Comments at 6.

⁴⁴ Letter from Jess R. King, President of Cablevision of Marion County (dated March 12, 2009), in Complaint File MB-07-51-0001, at 2 (“Second King Letter”).

⁴⁵ Home Town Comments at 4; NMHC *et al.* Comments at 23.

⁴⁶ *See, e.g.*, NAHB Comments at 31-32; *see also* NMHC *et al.* Comments at 15; WorldNet Comments at 5.

⁴⁷ Boca Raton Comments at 3-4, 14-15 (social contract would break down if MDU residents could opt out of amenities); Home Town Comments at 3-4; IMCC Comments at 7, 36; NAHB at 26, 34; Shentel Comments at 23; Verizon Comments at 4; Ziletto Comments at 2; Comcast Reply Comments at 7.

⁴⁸ Doug Granzow Comments; SureWest Comments at 3.

⁴⁹ Dawson Declaration at ¶ 9 (bulk billing “creates an effective barrier to competition because customers . . . will rarely be willing to pay a second fee to another provider for comparable services”); SureWest Comments at 3-5. (continued....)

Ward Allen

From: Ward Allen
Sent: Wednesday, December 12, 2018 12:10 PM
To: 'Devona Newell'
Cc: Cathy Price (SDFI)
Subject: RE: Solution Request for Residential Internet Service for Suite 408

Hi Devona,

Got it.

Thank you,

Ward and Cathy Allen
3700 S. Las Vegas Blvd., Suite 408
Las Vegas, Nevada 89109

From: Devona Newell [mailto:dnewell@tricommanagement.com]
Sent: Wednesday, December 12, 2018 12:05 PM
To: Ward Allen <Ward.Allen@sdfi.com>
Cc: Cathy Price (SDFI) <Cathy.Price@sdfi.com>
Subject: RE: Solution Request for Residential Internet Service for Suite 408

Hello Ward and Cathy,

Unfortunately, the Association is not in a position to assist you with this matter. We are unable to compel Cox Communications to provide separate residential service to you and it is unreasonable for the Association to assume additional costs that would affect all Jockey Club owners.

We recommend that you look into other internet service providers that may assist you.

Thanks,

Devona Newell

Condominium Manager
Jockey Condominium, Inc.
3700 Las Vegas Blvd. South
Las Vegas, NV 89109
702-798-3500 Main
702-798-0741 Direct
702-798-4442 Fax
dnewell@tricommanagement.com

This email and its attachments are confidential and are intended solely for the use of the intended individual to whom it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. Please notify the sender immediately by e-mail if you have received this email communication in error and delete this email from your system. This email transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or

incomplete, or contain viruses. The sender therefore does not accept any liability for any damage, errors or omissions resulting from the contents of this email.

A portion of our practice involves the collection of debt and any information you provide will be used for that purpose if we are attempting to collect a debt from you.

From: Ward Allen [<mailto:Ward.Allen@sdfi.com>]
Sent: Tuesday, December 11, 2018 8:48 AM
To: Devona Newell
Cc: Cathy Price (SDFI)
Subject: Solution Request for Residential Internet Service for Suite 408
Importance: High

Hi Devona,

We really need to hear about and talk about the solutions you have regarding residential internet services for Suite 408 before 12:00 p.m. today. We only want to move forward and find a solution and see no reason to delay any longer. This process is well over three months long and must to be resolved without further delay.

In our meeting with The Federal Communications Commission, after I explained the situation between Cox, TriCom and ourselves, The FCC advised us to immediately file a formal complaint with them. Cathy and I have avoided that path knowing what it means for all three parties. We still hope to work something out with you and Cox before going down that road. Please help us avoid that path!

After reviewing the materials sent to us by the FCC, it is my impression that the policies and tariffs that Jeff has mentioned to you may be in conflict with FCC Rules and Regulations.

Neither of us, ourselves or Tricom, should incur additional fees when requesting residential internet services for 408, regardless of Tricom's current relationship with Cox. The policies and tariffs that Cox/Jeff may have in place do not supersede defined federal law on this subject. Additionally, we cannot be financially penalized for having a residence in the Jockey Club and having residential internet service as opposed to business services.

The bottom line is that we have been long denied our choice of residential internet services for Suite 408, specify 1GB broadband from Cox. Let us work together today and move this process forward.

Thanks,
Ward and Cathy Allen
3700 S. Las Vegas Blvd., Suite 408
Las Vegas, Nevada 89109

From: Ward Allen
Sent: Monday, December 10, 2018 12:19 PM
To: 'Devona Newell' <dnewell@tricommanagement.com>
Cc: Cathy Price (SDFI) <Cathy.Price@sdfi.com>
Subject: RE: Follow-up - Residential Internet Service for Suite 408

Hi Devona,

We are eager to about the different solution(s) you have for residential internet services for 408.

Very Sincerely,
Ward and Cathy Allen
3700 S. Las Vegas Blvd., Suite 408
Las Vegas, Nevada 89109

From: Devona Newell [<mailto:dnewell@tricommanagement.com>]
Sent: Friday, December 07, 2018 5:49 PM
To: Ward Allen <Ward.Allen@sdfi.com>
Cc: Cathy Price (SDFI) <Cathy.Price@sdfi.com>
Subject: RE: Follow-up - Residential Internet Service for Suite 408

Hi Ward, Again, I apologize for the challenge, however please understand that we cannot dictate what Cox Communication polices are and the Association cannot absorb additional costs in order to accommodate a separate internet service.

We have been discussing the matter and weighing all options. We may have a different solution for you and I will have further details on Monday.

Thanks,

Devona Newell
Condominium Manager
Jockey Condominium, Inc.
3700 Las Vegas Blvd. South
Las Vegas, NV 89109
702-798-3500 Main
702-798-0741 Direct
702-798-4442 Fax
dnewell@tricommanagement.com

This email and its attachments are confidential and are intended solely for the use of the intended individual to whom it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. Please notify the sender immediately by e-mail if you have received this email communication in error and delete this email from your system. This email transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept any liability for any damage, errors or omissions resulting from the contents of this email.

A portion of our practice involves the collection of debt and any information you provide will be used for that purpose if we are attempting to collect a debt from you.

From: Ward Allen [<mailto:Ward.Allen@sdfi.com>]
Sent: Friday, December 7, 2018 12:11 PM
To: Devona Newell
Cc: Cathy Price (SDFI)
Subject: FW: Follow-up - Residential Internet Service for Suite 408

Hi Devona, Good Afternoon,
(This message has been marked "High Importance")

Please reply today with a solution regarding residential internet service for suite 408.

As the business day draws near, I am reaching out to you to inquire about the useful information you have regarding residential internet service for Suite 408.

Very Sincerely,
Ward and Cathy Allen
3700 S. Las Vegas Blvd., Suite 408
Las Vegas, Nevada 89109

From: Devona Newell [<mailto:dnewell@tricommanagement.com>]
Sent: Thursday, December 06, 2018 9:49 AM
To: Ward Allen <Ward.Allen@sdfi.com>
Cc: Cathy Price (SDFI) <Cathy.Price@sdfi.com>
Subject: RE: Follow-up - Residential Internet Service for Suite 408

"Got it"

Thanks,
Devona Newell
Condominium Manager
Jockey Condominium, Inc.
3700 Las Vegas Blvd. South
Las Vegas, NV 89109
702-798-3500 Main
702-798-0741 Direct
702-798-4442 Fax
dnewell@tricommanagement.com

This email and its attachments are confidential and are intended solely for the use of the intended individual to whom it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. Please notify the sender immediately by e-mail if you have received this email communication in error and delete this email from your system. This email transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept any liability for any damage, errors or omissions resulting from the contents of this email.

A portion of our practice involves the collection of debt and any information you provide will be used for that purpose if we are attempting to collect a debt from you.

From: Ward Allen [<mailto:Ward.Allen@sdfi.com>]
Sent: Thursday, December 6, 2018 7:46 AM
To: Devona Newell
Cc: Cathy Price (SDFI)
Subject: FW: Follow-up - Residential Internet Service for Suite 408
Importance: High

Hi Devona, Good Morning,
(This message has been marked "High Importance")

Please reply with a "Got It" so I know you did and then please follow-up before end-of-day tomorrow Friday December 7, 2018 with useful information that will assist with our request for residential internet service for Suite 408.

~~~~~

I am writing again to inquire about residential internet service for Suite 408. Our last communication about this issue was six days ago. Also, it has been 27 days since we brought this problem to your attention and over three months since I started talking to Cox Communications about this issue.

After almost a month without forthcoming information or input from Tricom Management, it is now reasonable for Cathy and me to request a response from you regarding our request for residential internet service inside suite 408.

Please follow-up before end-of-day tomorrow Friday December 7, 2018 with useful information that will assist with our request for residential internet service for Suite 408.

Very Sincerely,  
Ward and Cathy Allen  
3700 S. Las Vegas Blvd., Suite 408  
Las Vegas, Nevada 89109

---

**From:** Ward Allen  
**Sent:** Friday, November 30, 2018 2:59 PM  
**To:** Devona Newell ([dnewell@tricommanagement.com](mailto:dnewell@tricommanagement.com)) <[dnewell@tricommanagement.com](mailto:dnewell@tricommanagement.com)>  
**Cc:** Cathy Price ([Cathy.Price@sdfi.com](mailto:Cathy.Price@sdfi.com)) <[Cathy.Price@sdfi.com](mailto:Cathy.Price@sdfi.com)>  
**Subject:** RE: Follow-up - Residential Internet Service for Suite 408

Hi Devona,

Got It! We will follow-up with you on Wednesday.

Many Thanks,

Ward and Cathy Allen  
3700 S. Las Vegas Blvd., Suite 408.  
Las Vegas, Nevada 89109

---

**From:** Devona Newell [<mailto:dnewell@tricommanagement.com>]  
**Sent:** Friday, November 30, 2018 2:30 PM  
**To:** Ward Allen <[Ward.Allen@sdfi.com](mailto:Ward.Allen@sdfi.com)>  
**Cc:** Cathy Price (SDFI) <[Cathy.Price@sdfi.com](mailto:Cathy.Price@sdfi.com)>  
**Subject:** RE: Follow-up - Residential Internet Service for Suite 408

Hi Ward, We discussed it yesterday and he is reviewing all the information. I apologize, but this is not as simple as telling Cox to give you the service. They have policies and tariffs to follow and the Association cannot absorb further costs to

accommodate your internet. We are looking into all the options and will discuss it further next week and get back to you.

Thanks,

**Devona Newell**

Condominium Manager

Jockey Condominium, Inc.

3700 Las Vegas Blvd. South

Las Vegas, NV 89109

702-798-3500 Main

702-798-0741 Direct

702-798-4442 Fax

[dnewell@tricommanagement.com](mailto:dnewell@tricommanagement.com)

This email and its attachments are confidential and are intended solely for the use of the intended individual to whom it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. Please notify the sender immediately by e-mail if you have received this email communication in error and delete this email from your system. This email transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept any liability for any damage, errors or omissions resulting from the contents of this email.

A portion of our practice involves the collection of debt and any information you provide will be used for that purpose if we are attempting to collect a debt from you.

---

**From:** Ward Allen [<mailto:Ward.Allen@sdfi.com>]

**Sent:** Friday, November 30, 2018 1:40 PM

**To:** Devona Newell

**Cc:** Cathy Price (SDFI)

**Subject:** Follow-up - Residential Internet Service for Suite 408

**Importance:** High

Hi Devona,

Please reply with a "Got It" so I know you did. Thanks.

Might you have input from your VP regarding residential internet service for suite 408? Tomorrow will be December 1<sup>st</sup>, one month to the day that Tracie from within Executive Escalations at Cox Communications passed along your name regarding residential services, and over three months since I started the conversation with Cox.

Cathy and I would really like to get service in so can install the rest of our audio visual equipment and complete the renovation before the end of the year. I expect it will take a week to get an installation appointment with Cox and another two weeks to install the A/V equipment.

Kind Regards,

Ward and Cathy Allen

3700 S. Las Vegas Blvd., Suite 408.

Las Vegas, Nevada 89109

---

**From:** Devona Newell [<mailto:dnewell@tricommanagement.com>]  
**Sent:** Thursday, November 29, 2018 10:28 AM  
**To:** Ward Allen <[Ward.Allen@sdfi.com](mailto:Ward.Allen@sdfi.com)>  
**Cc:** Cathy Price (SDFI) <[Cathy.Price@sdfi.com](mailto:Cathy.Price@sdfi.com)>  
**Subject:** RE: Residential Internet Service for Suite 408 (Gentle Reminder)

I have talked to Cox about the challenges and am going to talk with my VP this afternoon or tomorrow morning. This is not an easy accomplishment ☺

Thanks,

**Devona Newell**

Condominium Manager  
Jockey Condominium, Inc.  
3700 Las Vegas Blvd. South  
Las Vegas, NV 89109  
702-798-3500 Main  
702-798-0741 Direct  
702-798-4442 Fax  
[dnewell@tricommanagement.com](mailto:dnewell@tricommanagement.com)

This email and its attachments are confidential and are intended solely for the use of the intended individual to whom it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. Please notify the sender immediately by e-mail if you have received this email communication in error and delete this email from your system. This email transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept any liability for any damage, errors or omissions resulting from the contents of this email.  
A portion of our practice involves the collection of debt and any information you provide will be used for that purpose if we are attempting to collect a debt from you.

---

**From:** Ward Allen [<mailto:Ward.Allen@sdfi.com>]  
**Sent:** Thursday, November 29, 2018 10:25 AM  
**To:** Devona Newell  
**Cc:** Cathy Price (SDFI)  
**Subject:** RE: Residential Internet Service for Suite 408 (Gentle Reminder)

Hi Devona, Good Morning,

Any word from Jeff at Cox?

Kind Regards,  
Ward and Cathy Allen  
3700 S. Las Vegas Blvd., Suite 408.  
Las Vegas, Nevada 89109

---

**From:** Devona Newell [<mailto:dnewell@tricommanagement.com>]  
**Sent:** Tuesday, November 27, 2018 8:43 AM  
**To:** Ward Allen <[Ward.Allen@sdfi.com](mailto:Ward.Allen@sdfi.com)>



**Cc:** Cathy Price (SDFI) <[Cathy.Price@sdfi.com](mailto:Cathy.Price@sdfi.com)>

**Subject:** RE: Residential Internet Service for Suite 408 (Gentle Reminder)

Good Morning, I have made a follow up call and will get back to you this week.

Thanks,

**Devona Newell**

Condominium Manager

Jockey Condominium, Inc.

3700 Las Vegas Blvd. South

Las Vegas, NV 89109

702-798-3500 Main

702-798-0741 Direct

702-798-4442 Fax

[dnewell@tricommanagement.com](mailto:dnewell@tricommanagement.com)

This email and its attachments are confidential and are intended solely for the use of the intended individual to whom it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. Please notify the sender immediately by e-mail if you have received this email communication in error and delete this email from your system. This email transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept any liability for any damage, errors or omissions resulting from the contents of this email.

A portion of our practice involves the collection of debt and any information you provide will be used for that purpose if we are attempting to collect a debt from you.

---

**From:** Ward Allen [<mailto:Ward.Allen@sdfi.com>]

**Sent:** Monday, November 26, 2018 10:55 AM

**To:** Devona Newell

**Cc:** Cathy Price (SDFI)

**Subject:** Residential Internet Service for Suite 408 (Gentle Reminder)

Hi Devona,

Please reply with a "Got It" so I know you did. Thanks.

I hope you had a great Thanksgiving!!!! Now it's time for Christmas music, shopping and decorations. We are so not ready!!!!

I wanted to reach out today and very gently ask you to please follow-up first thing this week. Cathy and I have been working for and waiting for residential internet since August. We need to get this issue resolved so we can move forward.

Again, if there are is any reason to delay or deny us access to broadband residential internets services, let us discuss them this week and resolve those issues.

Many Thanks,

Ward and Cathy Allen

3700 S. Las Vegas Blvd., Suite 408.

Las Vegas, Nevada 89109

---

**From:** Devona Newell [<mailto:dnewell@tricommanagement.com>]  
**Sent:** Wednesday, November 21, 2018 3:37 PM  
**To:** Ward Allen <[Ward.Allen@sdfi.com](mailto:Ward.Allen@sdfi.com)>  
**Cc:** Cathy Price (SDFI) <[Cathy.Price@sdfi.com](mailto:Cathy.Price@sdfi.com)>  
**Subject:** RE: Cox Communications Residential Internet Service for Suite 408 (Requesting an Update)

Hello Cathy and Ward,

I am currently waiting on a response from Jeff at Cox. He is out this week so we will discuss this next week when he returns. I will reach out to you when I can give you some information.

I hope you both have a terrific Thanksgiving!!

Thanks,

**Devona Newell**

Condominium Manager  
Jockey Condominium, Inc.  
3700 Las Vegas Blvd. South  
Las Vegas, NV 89109  
702-798-3500 Main  
702-798-0741 Direct  
702-798-4442 Fax  
[dnewell@tricommanagement.com](mailto:dnewell@tricommanagement.com)

This email and its attachments are confidential and are intended solely for the use of the intended individual to whom it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. Please notify the sender immediately by e-mail if you have received this email communication in error and delete this email from your system. This email transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept any liability for any damage, errors or omissions resulting from the contents of this email.

A portion of our practice involves the collection of debt and any information you provide will be used for that purpose if we are attempting to collect a debt from you.

---

**From:** Ward Allen [<mailto:Ward.Allen@sdfi.com>]  
**Sent:** Wednesday, November 21, 2018 11:57 AM  
**To:** Devona Newell  
**Cc:** Cathy Price (SDFI)  
**Subject:** RE: Cox Communications Residential Internet Service for Suite 408 (Requesting an Update)  
**Importance:** High

Hi Devona, Good Morning and Happy Thanksgiving,

Please reply with a "Got It" so I know you did. Thanks.

I sent the message below to you on Monday morning however we did not get a, "Got It!" back from you and were concerned that you may not have received it. It is the week of Thanksgiving.

Sometimes e-mail does not get through, so we ask for a "Got It" and then follow-up a day or two after if we do not hear back. Cathy and I will be at The Jockey Club later this afternoon and will drop of a printed copy of this message, in an effort to follow-up if we do not get a "Got It" back before then.

I am writing again to inquire about the results of your conversation(s) with your Vice President and/or the board regarding residential internet services, specifically for unit 408.

The unit is legally defined by Clark County as a "Single Family Residence" under 21.170.C - SFR Unit in Multi Unit Bldg. Condo Ownership. Clark County's appraisal information regarding the parcel and the FCC's Second Report And Order allows various telecommunications companies to supply us with residential internet services. Cox is our internet provider of choice, however, Cox will not offer residential internet services to us due to an administrative oversight in the current arrangement between Tricom Management and Cox Communications.

Currently, Tricom Management has a Bulk Billing Commercial Service Agreement with Cox Communications, an exclusive agreement that prevents us from attaining internet services from them.

The Federal Communications Commission addresses this issue in MB Docket No. 07-51, adopted on March 1, 2010, released on March 2, 2010, where they state that "A bulk billing agreement does not prevent MDU residents from obtaining services from another provider". (*In this case, it is the same provider.*) The FCC goes on to state that "some residents may also place satellite dishes on their premises, depending on the physical configuration of their units", something we do not want to do. The FCC goes on to state that "any such residents must pay for both the bulk billing provider and the services of the second provider, whom ever that might be."

If there are reasons to delay or deny us access to broadband residential internet services through Cox Communications, please provide those reasons without delay so that we may discuss them and resolve this issue. I look forward to hearing from you on or before Friday December 30, 2018.

Kind Regards,

Ward and Cathy Allen  
3700 S. Las Vegas Blvd  
Las Vegas, Nevada 89109

---

**From:** Ward Allen  
**Sent:** Monday, November 19, 2018 10:48 AM  
**To:** 'Devona Newell' <[dnewell@tricommanagement.com](mailto:dnewell@tricommanagement.com)>  
**Cc:** Cathy Price (SDFI) <[Cathy.Price@sdfi.com](mailto:Cathy.Price@sdfi.com)>  
**Subject:** RE: Cox Communications Residential Internet Service for Suite 408 (Requesting an Update)  
**Importance:** High

Hi Devona, Good Morning,

Please reply with a "Got It" so I know you did. Thanks.

I trust that you received the additional pictures I sent over back on Friday, November 09, 2018 4:57 PM. I sent them with this Subject Line: Additional Pictures: Cox Communications Residential Internet Service for Suite 408.

It has been 10 days since we talked about residential internet service for unit 408 and we have not heard anything from you or from Cox Communications. As you know we have been working on this since before August 28, 2018, 83 days ago.

Before the end of the day today, would you be kind enough to please provide an update including when the next steps are to be taken and what they are. Thank you.

Very Kind Regards,

Ward and Cathy Allen  
3700 S. Las Vegas Blvd, Suite 408  
Las Vegas, Nevada 890109  
Phone: 323-422-7710

---

**From:** Devona Newell [<mailto:dnewell@tricommanagement.com>]  
**Sent:** Friday, November 09, 2018 4:18 PM  
**To:** Ward Allen <[Ward.Allen@sdfi.com](mailto:Ward.Allen@sdfi.com)>  
**Subject:** RE: Cox Communications Residential Internet Service for Suite 408

Got it!

Thanks,

**Devona Newell**

Condominium Manager  
Jockey Condominium, Inc.  
3700 Las Vegas Blvd. South  
Las Vegas, NV 89109  
702-798-3500 Main  
702-798-0741 Direct  
702-798-4442 Fax  
[dnewell@tricommanagement.com](mailto:dnewell@tricommanagement.com)

This email and its attachments are confidential and are intended solely for the use of the intended individual to whom it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. Please notify the sender immediately by e-mail if you have received this email communication in error and delete this email from your system. This email transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept any liability for any damage, errors or omissions resulting from the contents of this email.

A portion of our practice involves the collection of debt and any information you provide will be used for that purpose if we are attempting to collect a debt from you.

---

**From:** Ward Allen [<mailto:Ward.Allen@sdfi.com>]  
**Sent:** Friday, November 9, 2018 4:16 PM  
**To:** Devona Newell  
**Subject:** Cox Communications Residential Internet Service for Suite 408  
**Importance:** High

Hi Devona,

Please reply with a "Got It" so I know you did. Thanks.

Cathy and I have been around the block trying to figure out how to get 1 Gigabit down, 35 Mbps up residential internet service into 408 through Cox Communications.

Over the last three months, Cathy and I have spent countless hours on the phone, two separate trips to two different Cox stores, a trip to Cox's corporate office in North Las Vegas and dozens of e-mail messages back and forth with Cox Business, Cox Residential and Cox Southwest Region's Executive Escalation office. We finally received an answer back from Cox about getting residential internet services for Suite 408.

A part of the conversation with Cox required that we legal prove that 408 was not a time share or hotel room and that 408 was indeed privately own by Cathy and myself. We were able to provide Cox with Clark County's land parcel information about 408 showing that 408 is legally designated as a Single Family Residence, specifically, "21.170.C SFR Unit in Multi Unit Bldg. Condo Ownership", see attached along with proof we were the owners.

For weeks we were bounced back and forth from business services to residential services until I called Cox's head office in Atlanta Georgia and was then directed to Cox's Southwest Region's Executive Escalation office here in Las Vegas. Through that process, we learned that The Jockey Club currently has a Commercial Service Agreement with Cox, Jim Boone within their Hospitality division that includes 348 cable connections, one for each unit, including unit 408.

Ultimately, we were directed back to you, by name and title, on November 1<sup>st</sup>, 2018.

Almost two years ago, all Cox services were permanently removed from 408 during our renovation. Everything was updated including all the electrical. Very special high speed Cat6A computer cable was installed throughout 408 to support faster than 1Gbps/35mbps speeds. Independent coaxial lines were run from The Jockey Club's server room, from the first floor up to the fourth floor and into unit 408 and earlier today I reconfirmed with Cox Communications that a 1Gbps/35mbps Internet connection is easily supported for unit 408.

**1Gbps/35mbps speed for business is \$755.00 per month.**

**1Gbps/35mbps speed for residential is \$119.00 per month.**

**NOTE that there is a \$636.00, per month difference or \$7,632.00 annually or \$76,320.00 over 10 years FOR THE EXACT SAME SERVICE.**

This is where we need your help. The existing Commercial Service Agreement between The Jockey Club and Cox includes 408, yet 408 has not been receiving any type of cox services for over two years. If you would reach out to Cox and exclude 408 from the existing agreement and allow us to request residential internet services independently, we will be able to save over \$75,000.00 dollars for Internet services, over the next 10 years.

Kind Regards,  
Ward and Cathy Allen

January 10, 2019

Mr. Ward Allen  
3700 S. Las Vegas Blvd. Suite 408  
Las Vegas, Nevada 89109

Re: ALLEN, Ward  
FCC File: # 2975798  
Response Due Date: January 11, 2019

Dear Mr. Allen:

This letter is in response to your above-referenced complaint regarding the residential serviceability for your property in Suite 408 of the Jockey Club building.

During Cox's review of your complaint, our Specialist verified that prior to the present FCC escalation, you had been working with our Executive Escalations team throughout September and October 2018. At that time, it was determined that you would need to speak with the building managers for Jockey Condominiums, Inc. and request that Suite 408 be converted from a Commercial Bulk property in order to allow residential services for your unit, as a commercial bulk service agreement between Cox and the Jockey Club has been in place for several years.

In your complaint, the sections which you highlighted from the FCC's Second Report and Order dated March 2, 2018 in MB Docket No. 07-51 (FCC #10-35) refer specifically to a situation in which other providers would bring service into a property that uses bulk billing. However, although Cox Communications sells both residential and business service, the agreement in place between Cox and the Jockey Club provides solely for bulk business services.

Typically, when units such as Suite 408 are purchased for use from a condominium management company, the specific details regarding the available options for service providers are specified in the terms of the purchase agreement. Although Cox has no way of verifying this information, we would still recommend a review of all documentation signed upon your purchase of Suite 408.

Unfortunately, at this time, Cox's position remains unchanged with regard to residential serviceability for your individual unit. With the current agreement in place, however, Cox Business services are readily available. We continue to recommend reaching out to the management of Jockey Condominium, Inc. to look into any options for modifying the current Cox Communications bulk agreement.

Thank you,

*The Office of Regulatory Affairs, Cox Communications*

cc: Federal Communications Commission via Zendesk

Tuesday, January 29, 2019

Cox Communications  
The Office of Regulatory Affairs  
6205-B Peachtree Dunwoody Road  
Atlanta, Georgia 30328

Re: ALLEN, Ward  
FCC File: # 2975798

Dear Office of Regulatory Affairs,

We are in receipt of your response letter dated January 10, 2019. Note that due to the Federal government shutdown, your letter was delivered to us through the FCC today, Tuesday, January 29, 2019.

**Summary of the Current Situation:**

*IMPORATANT: We are willing and have always offered to pay full residential rates for residential internet services within Suite 408. This eliminates the need for an amendment to the existing MDU agreement between Cox and Jockey Condominium, Inc.*

Jockey Condominium, Inc. is a time share property management company that represents 270 of the 348 units at the 3700 Las Vegas Blvd. Jockey Club address. The other 78 units are defined has whole ownership parcels that are privately deeded residences. Jockey Condominium, Inc. does not represent Suite 408 in this matter.

Cox Communications has repeatedly stated that they will not provide residential service to Suite 408, a single private residence as defined by the Clark County government, without an amendment to the existing Time Share MDU agreement they have with The Jockey Club.

**In Response To Your Letter Referenced Above:**

Jockey Condominium, Inc. does not have specific details regarding the available options for service providers because they do not represent whole ownership parcels. Additionally, the information in your response regarding residential units at 3700 Las Vegas Blvd, specifically Suite 408, is incorrect.

Suite 408 was purchased from the previous private owner and not from Jockey Condominium, Inc., they are a time share condominium management company. Suite 408 was not purchased from Jockey Condominium, Inc., it is not managed by Jockey Condominium, Inc. and Suite 408 is not under Jockey Condominium, Inc. control. Jockey Condominium, Inc. does not represent Suite 408 in this manner, we do, the actual residents. A copy of the deed to our home is included with this letter confirming that Suite 408 was not purchased from a condominium management company.

Devona Newell, the on-site time share manager has repeatedly stated that they do not represent Suite 408 in this matter. Cathy and I represent ourselves and are solely responsible for our own residential unit, thus, we were instructed by Devona to contact Cox directly, pay the full price for any residential services we want and arrange installation with Cox, independently of Jockey Condominium, Inc.

Jockey Condominium, Inc. literally wants nothing to do with this because Suite 408 is not a time share and not under their control.

FCC 10-35, page six, **does not** refer specifically to a situation in which other providers would bring service into a property that uses bulk billing. The paragraph states that "14. A bulk billing agreement **does not** prevent MDU residents from obtaining services from another MVPD." Furthermore, FCC 10-35 does not indicate that an amendment or a second MDU is required.

FCC 10-35, page two defines an MDU as:

*"14. MDU shall include a multiple dwelling unit building (such as an apartment building, condominium building or cooperative) and any other centrally managed residential real estate development (such as a gated community, mobile home park, or garden apartment); provided however, that MDU shall **NOT** include time share units, academic campuses and dormitories, military bases, **hotels**, rooming houses, prisons, jails, halfway houses, hospitals, nursing homes or other assisted living facilities.*

*15. As already noted, bulk billing does not physically or legally prevent a second MVPD from providing service to an MDU resident..."*

The Jockey Club has been operating as a time share since 1978, <http://www.jockeyclubvegas.com/about-us/>.

*"In 1977, timeshare came on the scene where a group of investors formed Jockey Club Resort Properties. This group began to purchase 30 whole condominiums (per phase) creating a 1/52 divided, deeded interest sales program of one week in a specified one or two bedroom condo., for a specific week of the year. Nine phases of 30 whole ownerships (totaling 270 condominiums) is what makes up the timeshare at the Jockey Club today, which translates into 14,040 timeshare intervals. The remaining 78 condominiums are still whole ownerships, where families live year round, use them as vacation homes, or rent them out nightly, weekly and/or monthly. In 1997, Jockey Club Resort Properties sold out the Jockey Club timeshare intervals and turned the management over to the Nevada Jockey Club Interval Owners Associations, Board of Directors."*

When Jockey Condominium, Inc. time share units are not occupied, they are rented to the public as hotel rooms. Anyone can call in to The Jockey Club at 800.634.6649 or go online at <http://www.jockeyclubvegas.com/> or rent a room through [Hotels.com](http://Hotels.com).

The FCC's definition of an MDU, shown above, indicates that the current commercial bulk service agreement between Cox and Jockey Condominium, Inc. that has been in place for several years, is invalid because the agreement includes 270 time share units.

**Again, we are willing to pay full residential rates for residential internet services within Suite 408. Our willingness to pay full residential rates eliminates the need for an amendment to the existing MDU agreement between Cox and The Jockey Club or a second MDU agreement.**

With the information provided above, there is no reason not offer residential services to Suite 408. Please inform your residential services division that Suite 408, located at 3700 Las Vegas Blvd. is a residential address, and ask them to reach out so we can place an order.

Thank you,  
Ward and Cathy Allen



March 7, 2019

Mr. Ward Allen  
3700 S. Las Vegas Blvd. Suite 408  
Las Vegas, Nevada 89109

Re: ALLEN, Ward  
FCC File: # 3067637  
Rebuttal Response Due Date: March 7, 2019

Dear Mr. Allen:

This letter is in response to your above-referenced supplemental complaint regarding the residential serviceability for your property in Suite 408 of the Jockey Club building.

In your rebuttal complaint, you again allege that Paragraph 14 from the FCC's Second Report and Order dated March 2, 2018 in MB Docket No. 07-51 (FCC #10-35) supports your claim that you should be able to receive residential service from Cox. However, your allegation is misplaced. As stated previously, a commercial bulk service agreement is in place with the Jockey Club covering the entire building. Paragraph 14 of the FCC's Order only states that this bulk billing agreement does not prevent residents from obtaining services from *another* (non-Cox) provider. Although Cox Communications sells both residential and business services, the agreement in place between Cox and the Jockey Club provides solely for bulk business services.

We must advise again that at this time, Cox's position remains unchanged from our previous response regarding residential serviceability for your individual unit. With the current agreement in place, however, Cox Business services are readily available.

Thank you,

*The Office of Regulatory Affairs, Cox Communications*

cc: Federal Communications Commission via Zendesk

Cathy and Ward Allen  
3700 S. Las Vegas Blvd., Suite 408  
Las Vegas, Nevada 89109  
Phone: 323-422-7710  
E-Mail: Ward.Allen@SDFI.com

Wednesday, March 13, 2019

Cox Communications  
The Office of Regulatory Affairs  
6205-B Peachtree Dunwoody Road  
Atlanta, Georgia 30328

Re: ALLEN, Ward  
FCC File: # 2975798  
FCC File: # 3067637  
FCC File: # 3101301  
Response to Cox letter dated March 7, 2019

Dear Office of Regulatory Affairs,

Thank you for your rebuttal response letter dated March 7. We agree that the FCC's Order states that bulk billing agreements do not prevent residents from obtaining services from another provider, however that was not our point.

The order does not limit or prevent Cox from providing residential services within the building. We still need a valid reason why Cox and The Jockey Club continue to jointly drive us to another provider and why Cox residential internet services are being withheld from us. Cox is our residential internet provider of choice because Cox has the fastest internet speeds in the area. We want to do residential business with you!

The Jockey Club is a unique property. It includes 78 private condominiums, 270 time share units and it operates as a public hotel. We seem to be talking around the commercial bulk service agreement, not about it, so a review of it should clear this all up. Please provide a copy of the current commercial bulk service agreement.

In support of our request, FCC 10-35, reiterates that that a MDU agreement shall include condominiums but **NOT** time share units or hotels, thus the current commercial bulk service agreement between Cox and The Jockey Club cannot, or should not, cover the "entire building".

In August of 2018, The Jockey Club directed us to you for residential service, because you already service the building. Now they are recommending we find another provider, just as you have in your last letter. It is suspicious that both organizations have sent us away, both verbally and now in writing while each party blames the other for the refusal to provide residential internet service to us. Something is wrong here.

Does the existing agreement limit Cox in offering residential services at The Jockey Club? Is that the issue? Is a residential bulk service agreement required? If so, who requires it and why? What are the real costs for having one and who most benefits from it?

Suite 408 is defined as a private condominium or a non-commercial "Single Family Residence" by Clark County, the local county government body. If Cox and The Jockey Club, being a time share, a hotel and private condominiums have a commercial bulk service agreement in place that specifically excludes and/or prevents residential internet services, the FCC indicates that such an agreement may not be permitted. A review of the agreement should clear all this up.

The FCC's definition of an MDU separates residential condominiums and commercial time share units and hotels. You failed to respond to this in your last letter. The current agreement cannot cover both or exclude either, yet it seems to be the reason you will not offer us residential service, or is it just money? Residential internet service is \$119.00 per month compared to \$755.00 for the same speed.

By your own admission, the current commercial service agreement covers the entire building, including our residential condominium, however, The Jockey Club has repeatedly stated that Cox can provide residential internet services in the building. Why won't you?

We are willing to pay for our portion of the existing commercial bulk service agreement through The Jockey Club's HOA **AND** we are willing to pay for our own independent residential internet services from Cox. What is the problem?

We look forward to receiving a copy of the current commercial bulk service agreement and a detailed explanation why we are being denied Cos's residential services within the building.

Thank you,  
Ward and Cathy Allen

Hi Ward,

The FCC's informal complaint process provides consumers with an easy and informal way to raise issues with their providers.

The role of the FCC in the informal complaint process is to facilitate a conversation between the consumer and their provider to try to address the consumer's issue.

In some instances, the consumer's issue is not resolved to the consumer's satisfaction once the informal complaint process has concluded. We regret that you were not satisfied with attempts by FCC staff to facilitate a dialogue between you and your provider to address your issue.

At this point, you might want to contact your provider directly to see if you and the provider can arrive at a resolution that is acceptable to you or pursue more formal legal options.

You also have the option to file a formal complaint with the FCC if your issue involves a violation of the Communications Act. Here is what to expect from the formal complaint process:

Formal complaint proceedings are like court proceedings.

The filing fee for filing a formal complaint is \$235.00 but is subject to change.

You must comply with specific procedural rules, appear before the FCC, and file legal documents that address legal issues.

Attorneys almost always represent parties filing formal complaints, and legal fees, in addition to the \$235.00 filing fee, can be substantial.

Complete information on how to file a formal complaint can be found in sections 1.720 through 1.740 of the FCC's rules, located at 47 C.F.R. §§ 1.720 – 1.740 (see <https://www.ecfr.gov/cgi-bin/text-idx?SID=2f56fa363e21efce2a64eb8ea8db93bd&mc=true&node=sp47.1.1.e&rgn=div6>). Please review Section 1.718 of the Commission's rules, 47 C.F.R. § 1.718, for additional information on applicable deadlines.

For a more detailed description of the formal complaint process, see <http://transition.fcc.gov/eb/mdrd/>.

The informal complaint process has now concluded. You will receive no further status updates on your informal complaint from FCC staff.

This request is closed for comments. You can [create a follow-up](#).

Reference: <https://consumercomplaints.fcc.gov/hc/en-us/requests/3101301>

[FCC Home](#) [Complaint Center Home](#)



Ward Allen ▾

[Check Status](#)

## Consumer Help Center

REQUEST #3118507

# RE: TICKET NO. 3067637 - RESIDENTIAL SERVICE DENIAL DUE TO AN EXISTING MDU COMMERCIAL SERVICE AGREEMENT



**Ward Allen**

March 14, 2019 11:55

This is a follow-up to your previous request [#3101301](#) "Ticket No. 3067637 - Residential Service Denial Due To An Existing MDU Commercial Service Agreement".

Hello FCC,

I sent in a response yesterday, to Cox's last letter dated March 7, 2019. My question: Did my last letter, dated March 13, 2019 get to Cox or did the FCC hold it and concluded this informal complaint process?

Regards,

Ward

This request is closed for comments. You can [create a follow-up](#).

Ward Allen submitted this request

**Assigned to**

FCC Consumer Help Center

**Internet Issues**

ALLEN 032